Supreme Court, U.S
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IN THE

SUPREME COURT OF THE UNITED STATES

JAY PIRINCCI

DENIZ PIRINCCI (Petitioners)

NO: 09-361

Vs.

UNITED PARCEL SERVICE (Respondent)

On Petition For Writ of Certiorari
To The Florida State Supreme Court
Supplementary Brief

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TO BE RECOVERED

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QUESTIONS PRESENTED (ADDITIONAL)

1- Motor carriers specifically delivery service providers, despite using and deceptive acts, unfair contracts and illegal sales tactics has been able to take advantage and deliberately hide behind federal statutes, specifically the Carmack Amendment to circumvent and limit their responsibilities to their customers in situations where there are damaged goods and materials in providing delivery services.

2- Should law-abiding, honest businessmen accept unscrupulous, deceptive behavior, unfair contracts and illegal sales tactics by other businesses and the courts support their behavior and tactics in order for the general public attain discounted rates especially in the transportation industry.

A- Is the concept of "constructive notice" a fair method of promoting business.

B- Is the routine enforcement of the Carmack Amendment for the promotion of business a just method for conducting business.

3- Do businesses that employ companies in the transportation of their goods entitled to honest services under the mail and wire fraud statute.

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CONSTITUTIONAL AND STATUTORY PROVISIONS

1- Portions of the Carmack Amendment, a federal statute, that deal with deceptive acts, fair, open, just and reasonable contracts, constructive notice and providing a reasonable opportunity to choose between levels of liability or value.

2- Portion of the wire and mail fraud statute that deal with "honest services", 18 U.S.C. US code –Section 1346- for the purposes of this chapter the term "scheme or artifice to defraud" includes a scheme or artiface to deprive another of the intangible right of honest services."

REASON FOR GRANTING THE PETITION

The courts were not only incorrect in finding that the appellants recovery of damages to delivered materials by the carrier United Parcel Service was limited by the Carmack Amendment but additionally the "honest services" portion of the mail and wire fraud statute precludes the Carmack amendment and any other protective statute from applying.

Since UPS conducts it's business primarily from the use of the telephone and internet, and the remaining by mail, the honest services provision of the mail and wire fraud statute would extend to this case.

The following is the "honest services" that were deprived; UPS deliberately and maliciously schemed and conspired to limit their losses in cases of damaged goods during delivery by hiding behind the Carmack Amendment, creating false documentation of deliveries to the applicant, Deniz Pirincci, to convince the court, using unfair and unjust contracts (constructive notice of rules and regulations on the internet which can be altered at any time by only one side UPS and which was recently changed without notice to anyone from 120 pages to 48 pages; still too long to be able to be read within a few minutes at the time of pick-up) and illegal sales tactics which was all explained earlier.

UPS uses the internet to post their unfair contracts that can be altered at anytime.

UPS uses the telephone for ordering and confirming pickup dates.

UPS uses the U.S. Mail system to send false and contrived information.

All of which is to further their scheme to provide less than adequate services to the public,

Any question of insurance whether UPS provided the opportunity to choose a higher level of liability is inapplicable since any failure to secure insurance by the shipper does not relieve UPS of their duty to provide honest services.

The standards for honest services is not only the more than 20 years of examples of prosecution by government authorities and private enterprises but also the tradition of thousands of years of morals and rules from the experience of humanity, religious teachings and human nature; having the innate knowledge of knowing what's right and wrong. Honesty alone is a standard. It is unlimited at best and an expected minimum of fairness.

Trust is everything in the promotion of business or any other relationship. That trust should not be allowed to be violated in the interests of promoting business and for the overall well being of the economy. There is no other remedies for protecting and insuring integrity, honesty, truth and trust whether any economic harm was demonstrated or not in this case but the application of the honest services provision of the wire and mail fraud statute.

D.D.C. 1997 18 U.S.C. Sec. 1341, 1346- U.S. v Espy, 989 F.Supp. 1

C.A.6 (Ohio) 1988. 18 U.S.C.A. Sec. 1343 Hofstetter v. Fletcher,905 F.2d 897.Tel 362

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No matter what law I've cited, strong, weak or even possibly inapplicable, or no law at all there is no laws or protective legislation that allows any entity to get away with deceptive acts, unfair contracts or any other dishonest services

CONCLUSION

The petition for a Writ of Centiorari should granted.

Respectfully Submitted

Oct. 26, 2009

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